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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CM(M) 209/2025**

SANJAY KHANNA

.....Petitioner

Through: Mr. Ashish Mishra, Adv alongwith
petitioner in person.

versus

SH. BHARAMTOD SINGH

.....Respondent

Through: Mr. K. N. Singh, Adv

CORAM:

HON'BLE MR. JUSTICE RAVINDER DUDEJA

ORDER

12.02.2025

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1. Learned Trial Court while allowing the application of the petitioner filed under Order VIII CPC directed the petitioner to pay the arrears of rent alongwith maintenance charges to the respondent within a period of 15 days.
2. The said period is stated to be expiring today.
3. Learned counsel for the petitioner submits that petitioner has admittedly paid a sum of Rs 2,30,000/- to the respondent towards the security and maintenance charges, but the respondent is not providing the said services.
4. The said submission is controverted by the learned counsel for the petitioner stating that the said amount has been paid towards security and maintenance charges and therefore, cannot be adjusted from the arrears of rent.



5. Learned counsel for the respondent submits that a sum of Rs 2,87,000/- is payable as arrears of rent by the petitioner as on date.
6. Petitioner states that he is ready and willing to make the said payment of Rs 2,87,000/- in three equal installments.
7. He undertakes to pay the first instalment on 15.05.2025, second instalment on 15.07.2025 and third instalment on 15.09.2025. He also undertakes that he would continue paying the rent for the current months to the respondent at the admitted rate of rent.
8. The proposal so made by the petitioner in the presence of his counsel has been accepted by the learned counsel appearing for the respondent.
9. Petitioner submits that his water supply has been disconnected. Learned counsel for the respondent submits that respondent has no role in getting the supply disconnected. However, he undertakes on behalf of the respondent that the respondent shall co-operate with the petitioner in getting the water supply restored.
10. In view of the above, the petition is disposed of with directions to the petitioner to pay the arrears of the rent to the respondent in three equal instalments as undertaken above. He shall also continue to pay rent for the current months to the respondent. Both the parties shall remain bound by their statements.

RAVINDER DUDEJA, J

FEBRUARY 12, 2025

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